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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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LARA M. SANDERS on behalf of  
themselves and all other similarly situated  
consumers,

*Plaintiff,*

- against -

CACH, LLC, RESURGENT HOLDINGS  
LLC, and RESURGENT CAPITAL  
SERVICES L.P.,

*Defendant.*

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**Case: 19-996-JXN-JSA**

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**Rule 56.1 Statement (Pre-motion letter)**

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Plaintiff LARA M. SANDERS on behalf of themselves and all other similarly situated consumers, by counsel Law Offices of Lawrence Katz submits this statement of material facts as to which there is no genuine issue to be tried:

1. Plaintiff, Lara M. Sanders (“Plaintiff”) is a consumer.
2. Cach LLC (“Cach” or “Defendant”) is a debt collector.
3. Resurgent Capital Services L.P. (“Resurgent Capital” or “Defendant”) is a debt collector.
4. The debt collection activities of Cach are serviced by Resurgent Capital.
5. The subject debt arises from a consumer debt involving a credit card that was used for personal expenses.

6. On or about December 4, 2017, Cach and Plaintiff settled with prejudice an alleged debt of \$15,372.00 in consideration of payment in the sum of \$1,000.00.

7. On December 6, 2017, the Settlement check was negotiated and accepted by Defendants as a complete resolution of any further collection activities.

8. On or about January 10, 2018, Defendants reported the debt on Plaintiff's account as owed in full, less the amount received for the settlement, and the report was made in the sole name of "Cach LLC." Attached as **Exhibit D** is a copy of the notification Plaintiff received advising of said report.

9. The same day, on January 10, 2018, Plaintiff disputed the debt with TransUnion through Credit Karma Direct Dispute.

10. On or about January 30, 2018, Resurgent Capital issued a letter to Plaintiff stating, "This letter will verify that this account was settled in full on 12/06/2017."

11. On or about February 3, 2018, Cach reported the resolved debt as an "open account" still ">in collection<" owing \$14,372.00, (an amount claimed less the \$1,000.00 settlement payment).

12. On February 7, 2018, Defendant updated the debt as owed in full without recognizing the settlement amount.

13. Defendant continued the collection activities by reporting the debt to the Credit Bureaus as past due when such debt has already been resolved.

14. Defendants caused damages to Plaintiff by withholding truthful information that is material for the consumer.

15. Defendants caused damages to Plaintiff with its negative reporting to the credit bureaus.